

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Aug 16, 2024

SEAN F. McAVOY, CLERK

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF WASHINGTON

CHARLY WILLIAMS,
Plaintiff,

v.

CORESCREENING INC,
Defendant.

No. 4:24-CV-05042-MKD

PROTECTIVE ORDER

ECF No. 11-1

Before the Court is the parties' Stipulated Protective Order. ECF No. 11-1.

on August 15, 2024, the court held a scheduling conference and discussed the stipulation. The Court finds good cause to enter the parties' Stipulated Protective Order.

Accordingly, **IT IS HEREBY ORDERED:**

1. The parties' Stipulated Protective Order, **ECF No. 11-1**, is
GRANTED.

2. The following Protective Order shall apply to this case:

PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted.

Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

2. "CONFIDENTIAL" MATERIAL

"Confidential" material shall include the following documents and tangible things produced or otherwise exchanged:

- Defendant's policies and procedures for verifying consumer information;
- Defendant's policies and procedures for collecting, assembling and reporting criminal records;
- Defendant's policies and procedures for ensuring maximum possible accuracy of consumer information as required by 15 U.S.C. §1681e(b);
- The actions taken by Defendant in response to Plaintiff's dispute;

- 1 • Defendant's maintenance, assembly and furnishing of Plaintiff's screening
- 2 report to Alliance Workforce Solutions;
- 3 • Defendant's information as to vendors or third parties used by Defendant in
- 4 creating Plaintiff's employment screening report for Alliance Workforce
- 5 Solutions;
- 6 • The approval/rejection decision criteria used by Alliance Workforce Solutions
- 7 at the time Alliance placed Plaintiff in temporary employment;
- 8 • Plaintiff's financial information and records reflecting actual damages.
- 9 • All communications between Defendant and its counsel and insurance carrier;
- 10 • All communications between Plaintiff and her counsel;
- 11 • Third Party employment records concerning Plaintiff; and
- 12 • Third-party discovery as necessary (including of the third parties that received
- 13 Plaintiff's consumer credit information and Plaintiff's witnesses for
- 14 establishing damages).

15 3. SCOPE

16 The protections conferred by this agreement cover not only confidential
17 material (as defined above), but also (1) any information copied or extracted from
18 confidential material; (2) all copies, excerpts, summaries, or compilations of
19 confidential material; and (3) any testimony, conversations, or presentations by
20 parties or their counsel that might reveal confidential material.

1 However, the protections conferred by this agreement do not cover information that
2 is in the public domain or becomes part of the public domain through trial or
3 otherwise.

4 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

5 4.1 Basic Principles. A receiving party may use confidential material
6 that is disclosed or produced by another party or by a non-party in connection
7 with this case only for prosecuting, defending, or attempting to settle this
8 litigation. Confidential material may be disclosed only to the categories of
9 persons and under the conditions described in this agreement. Confidential
10 material must be stored and maintained by a receiving party at a location and
11 in a secure manner that ensures that access is limited to the persons authorized
12 under this agreement.

13 4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
14 otherwise ordered by the court or permitted in writing by the designating
15 party, a receiving party may disclose any confidential material only to:

16 (a) the parties;

17 (b) the receiving party’s counsel of record in this action, as

18 well as employees of counsel to whom it is reasonably necessary to

19 disclose the information for this litigation;
20

1 (c) the officers, directors, and employees (including in house
2 counsel) of the receiving party to whom disclosure is reasonably
3 necessary for this litigation, unless the parties agree that a particular
4 document or material produced is for Attorney's Eyes Only and is so
5 designated;

6 (d) experts and consultants to whom disclosure is reasonably
7 necessary for this litigation and who have signed the "Acknowledgment
8 and Agreement to Be Bound" (Exhibit A);

9 (e) the court, court personnel, and court reporters and their
10 staff;

11 (f) copy or imaging services retained by counsel to assist in
12 the duplication of confidential material, provided that counsel for the
13 party retaining the copy or imaging service instructs the service not to
14 disclose any confidential material to third parties and to immediately
15 return all originals and copies of any confidential material;

16 (g) during their depositions, witnesses in the action to whom
17 disclosure is reasonably necessary and who have signed the
18 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless
19 otherwise agreed by the designating party or ordered by the court.

20 Pages of transcribed deposition testimony or exhibits to depositions that

1 reveal confidential material must be separately bound by the court
2 reporter and may not be disclosed to anyone except as permitted under
3 this agreement;

4 (h) the author or recipient of a document containing the
5 information or a custodian or other person who otherwise possessed or
6 knew the information.

7 4.3 Filing Confidential Material. Before filing confidential material
8 or discussing or referencing such material in court filings, the filing party shall
9 confer with the designating party, to determine whether the designating party
10 will remove the confidential designation, whether the document can be
11 redacted, or whether a motion to seal or stipulation and proposed order is
12 warranted. During the meet and confer process, the designating party must
13 identify the basis for sealing the specific confidential information at issue, and
14 the filing party shall include this basis in its motion to seal, along with any
15 objection to sealing the information at issue.

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for
18 Protection. Each party or non-party that designates information or items for
19 protection under this agreement must take care to limit any such designation
20 to specific material that qualifies under the appropriate standards. The

1 designating party must designate for protection only those parts of material,
2 documents, items, or oral or written communications that qualify, so that other
3 portions of the material, documents, items, or communications for which
4 protection is not warranted are not swept unjustifiably within the ambit of this
5 agreement.

6 Mass, indiscriminate, or routinized designations are prohibited.
7 Designations that are shown to be clearly unjustified or that have been made
8 for an improper purpose (e.g., to unnecessarily encumber or delay the case
9 development process or to impose unnecessary expenses and burdens on other
10 parties) expose the designating party to sanctions.

11 If it comes to a designating party's attention that information or items
12 that it designated for protection do not qualify for protection, the designating
13 party must promptly notify all other parties that it is withdrawing the mistaken
14 designation.

15 5.2 Manner and Timing of Designations. Except as otherwise
16 provided in this agreement (see, e.g., second paragraph of section 5.2(b)
17 below), or as otherwise stipulated or ordered, disclosure or discovery material
18 that qualifies for protection under this agreement must be clearly so
19 designated before or when the material is disclosed or produced.
20

1 (a) Information in documentary form: (e.g., paper or electronic
2 documents and deposition exhibits, but excluding transcripts of
3 depositions or other pretrial or trial proceedings), the designating party
4 must affix the word “CONFIDENTIAL” to each page that contains
5 confidential material. If only a portion or portions of the material on a
6 page qualifies for protection, the producing party also must clearly
7 identify the protected portion(s) (e.g., by making appropriate markings
8 in the margins).

9 (b) Testimony given in deposition or in other pretrial
10 proceedings: the parties and any participating non-parties must identify
11 on the record, during the deposition or other pretrial proceeding, all
12 protected testimony, without prejudice to their right to so designate
13 other testimony after reviewing the transcript. Any party or non-party
14 may, within fifteen days after receiving the transcript of the deposition
15 or other pretrial proceeding, designate portions of the transcript, or
16 exhibits thereto, as confidential. If a party or non-party desires to
17 protect confidential information at trial, the issue should be addressed
18 during the pre-trial conference.

19 (c) Other tangible items: the producing party must affix in a
20 prominent place on the exterior of the container or containers in which

1 the information or item is stored the word “CONFIDENTIAL.” If only
2 a portion or portions of the information or item warrant protection, the
3 producing party, to the extent practicable, shall identify the protected
4 portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an
6 inadvertent failure to designate qualified information or items does not,
7 standing alone, waive the designating party’s right to secure protection under
8 this agreement for such material. Upon timely correction of a designation, the
9 receiving party must make reasonable efforts to ensure that the material is
10 treated in accordance with the provisions of this agreement.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Any party or non-party may challenge a
13 designation of confidentiality at any time. Unless a prompt challenge to a
14 designating party’s confidentiality designation is necessary to avoid
15 foreseeable, substantial unfairness, unnecessary economic burdens, or a
16 significant disruption or delay of the litigation, a party does not waive its right
17 to challenge a confidentiality designation by electing not to mount a challenge
18 promptly after the original designation is disclosed.

19 6.2 Meet and Confer. The parties must make every attempt to resolve
20 any dispute regarding confidential designations without court involvement.

1 Any motion regarding confidential designations or for a protective order must
2 include a certification, in the motion or in a declaration or affidavit, that the
3 movant has engaged in a good faith meet and confer conference with other
4 affected parties in an effort to resolve the dispute without court action. The
5 certification must list the date, manner, and participants to the conference. A
6 good faith effort to confer requires a face-to-face meeting or a telephone
7 conference.

8 6.3 Judicial Intervention. If the parties cannot resolve a challenge
9 without court intervention, the designating party may file and serve a motion
10 to retain confidentiality. The burden of persuasion in any such motion shall be
11 on the designating party. Frivolous challenges, and those made for an
12 improper purpose (e.g., to harass or impose unnecessary expenses and burdens
13 on other parties) may expose the challenging party to sanctions. All parties
14 shall continue to maintain the material in question as confidential until the
15 court rules on the challenge.

16 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED
17 PRODUCED IN OTHER LITIGATION

18 If a party is served with a subpoena or a court order issued in other litigation
19 that compels disclosure of any information or items designated in this action as
20 “CONFIDENTIAL,” that party must:

1 (a) promptly notify the designating party in writing and include a
2 copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or
4 order to issue in the other litigation that some or all of the material covered by
5 the subpoena or order is subject to this agreement. Such notification shall
6 include a copy of this agreement; and

7 (c) cooperate with respect to all reasonable procedures sought to be
8 pursued by the designating party whose confidential material may be affected.

9 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a receiving party learns that, by inadvertence or otherwise, it has disclosed
11 confidential material to any person or in any circumstance not authorized under this
12 agreement, the receiving party must immediately (a) notify in writing the
13 designating party of the unauthorized disclosures, (b) use its best efforts to retrieve
14 all unauthorized copies of the protected material, (c) inform the person or persons to
15 whom unauthorized disclosures were made of all the terms of this agreement, and
16 (d) request that such person or persons execute the “Acknowledgment and
17 Agreement to Be Bound” that is attached hereto as Exhibit A.

18 9. INADVERTENT PRODUCTION OF PRIVILEGED OR
19 OTHERWISE PROTECTED MATERIAL

20 When a producing party gives notice to receiving parties that certain
inadvertently produced material is subject to a claim of privilege or other protection,

1 the obligations of the receiving parties are those set forth in Federal Rule of Civil
2 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
3 may be established in an e-discovery order or agreement that provides for production
4 without prior privilege review. The parties agree to the entry of a non-waiver order
5 under Fed. R. Evid. 502(d) as set forth herein.

6 10. NON TERMINATION AND RETURN OF DOCUMENTS

7 Within 60 days after the termination of this action, including all appeals, each
8 receiving party must return all confidential material to the producing party, including
9 all copies, extracts and summaries thereof. Alternatively, the parties may agree upon
10 appropriate methods of destruction.

11 Notwithstanding this provision, counsel are entitled to retain one archival
12 copy of all documents filed with the court, trial, deposition, and hearing transcripts,
13 correspondence, deposition and trial exhibits, expert reports, attorney work product,
14 and consultant and expert work product, even if such materials contain confidential
15 material.

16 The confidentiality obligations imposed by this agreement shall remain in
17 effect until a designating party agrees otherwise in writing or a court orders
18 otherwise.

19 **IT IS FURTHER ORDERED** that pursuant to Fed. R. Evid. 502(d), the
20 production of any documents, electronically stored information (ESI) or information,

1 whether inadvertent or otherwise, in this proceeding shall not, for the purposes of
2 this proceeding or any other federal or state proceeding, constitute a waiver by the
3 producing party of any privilege applicable to those documents, including the
4 attorney-client privilege, attorney work-product protection, or any other privilege or
5 protection recognized by law. This Order shall be interpreted to provide the
6 maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R.
7 Evid. 502(b) do not apply. Nothing contained herein is intended to or shall serve to
8 limit a party's right to conduct a review of documents, ESI or information (including
9 metadata) for relevance, responsiveness and/or segregation of privileged and/or
10 protected information before production. Information produced in discovery that is
11 protected as privileged or work product shall be immediately returned to the
12 producing party.

13 **IT IS SO ORDERED.** The District Court Executive is directed to enter this
14 Order and provide copies to the parties.

15 DATED August 15, 2024.

16 s/Mary K. Dimke
17 MARY K. DIMKE
18 UNITED STATES DISTRICT JUDGE
19
20

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare
under penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Western
District of Washington on [date] in the case of *Charly Williams v. CoreScreening,*
Inc., Case Ao. 4:24-cv-05042-MKD. I agree to comply with and to be bound by all
the terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Stipulated Protective Order to any person or entity
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Eastern District of Washington for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

DATED this ____ day of _____, _____, at _____.
(City and State)

Signature: _____

Printed name: _____